

Infringement Indemnity Provisions for Software Licensing



About the eBook Software applications play a major role in the day-to-day business operation of almost all companies. Although the magnitude of risk may vary, licensees face exposure to unwanted infringement liability from applications ranging from large proprietary enterprise resource planning (ERP) systems to simple utilities that produce fonts and other graphics. In years past, purchasing a software platform did not automatically carry with it a huge bulls-eye for potential infringement claims. In recent years, however, the proliferation of non-practicing entities, affectionately referred to as patent trolls, means that no one is safe from the threat of costly patent litigation. In the past, software companies with all but the mightiest of leverage would typically take full responsibility for infringement based on the use of their products. Today, many software companies are taking a step back, treating the patent troll infringement risk as the product of flaws in our patent system. Some software providers justifiably feel that this risk should be born equally by licensees.

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incorporated into a software license. A claim of infringement may not accrue until a complaint is filed. **Insuring Risk Allocation Provisions in Software License Agreements** Reviewing examples of Indemnification clauses used in Software License right to continue using the Licensed Software, (ii) modify it so that it is non-infringing, **A practical guide to software license agreements understanding IP** Sep 12, 2013 Software license agreements often include a provision - known as an IP infringement indemnity - that requires the software vendor to provide **Developers Should Watch Their Indemnity Clauses - Software** As a licensee of infringing software, you may have to stop using the software. But open source licenses don't usually contain indemnity clauses, because **Dealing with Patents in Software Licenses. - Rosenlaw & Einschlag** Jun 1, 2004 A common indemnity clause in a software license agreement is for the licensee to indemnify the vendor. Thus, in any intellectual property infringement claim, it is critical to **Drafting And Negotiating Intellectual Property Defense And** Sep 12, 2016 In a previous blog, I spoke about what an indemnification provision is. For example, if the licensee modifies the software contrary to the license grant, the very minimum will indemnify for intellectual property infringement for **Software Licensing: How can these Indemnity and Liability clauses** A common indemnity clause in a software license agreement is for the vendor to indemnify the licensee. Thus, in any intellectual property infringement claim, it is critical to review the